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8 *Attorney for Plaintiff*

9
10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 **ALEJANDRO ONETO-ALONSO,**
13 individually;

14 Plaintiff,

Case No.: 2:19-cv-0639-JAD-BNW

15 vs.

16 **FIRST PRIME MANAGEMENT INC., A**
17 Nevada Corporation; **DANIEL MAZA-**
18 **NORIEGA,** individually; **DOES 1-10;** and
19 **ROES A-Z;**

20 Defendants.

21 **JOINT STATUS REPORT**

22 In compliance with the Court's Order dated December 6, 2019, the parties hereby
23 submit the following status report:

24 1. As previously represented to the Court by the parties, this dispute is subject to an
25 arbitration agreement. *See* Exhibit A.

26 2. Plaintiff has selected Floyd Hale of JAMS, Inc. to arbitrate the parties' dispute.

27 Although it is within Plaintiff's sole discretion to select an arbitrator, Plaintiff has notified
28 counsel for Defendants of Plaintiff's choice. Defendants have registered no objection to the
selection of Mr. Hale.

3. Plaintiff anticipates filing a voluntary motion to dismiss this action (without prejudice) on or before December 31, 2019.

4. The parties and their respective counsel apologize to the Court for their failure to timely file a status report as previously represented they would do on or about October 25, 2019.

Respectfully submitted,

/s/ Kyle Tatum

/s/ Paul S. Padda

Kyle Tatum, Esq.

Paul S. Padda, Esq.

Counsel for First Prime Management Inc.
and Daniel Maza-Noriega

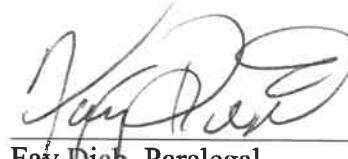
Counsel for Plaintiff

Dated: December 17, 2019

Dated: December 17, 2019

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this day, December 17, 2019, I caused to be served a copy of the foregoing document via the Court's CM/ECF system.



Fay Diab, Paralegal
PAUL PADDA LAW

IT IS ORDERED that Plaintiff must file a voluntary dismissal without prejudice by 12/31/2019 or the parties must file a joint status report stating what is impeding filing dismissal paperwork and if and how the Court can help.

IT IS SO ORDERED

DATED: 12/19/2019



BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

EXHIBIT A

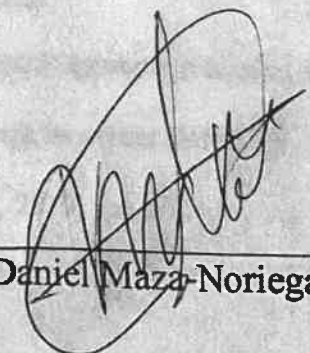
PROMISSORY NOTE

\$1,847,528.73

April 15, 2019
Las Vegas, Nevada

For value received, Daniel Maza-Noriega ("the Maker" – residing at 6 Greely Club Trail, Henderson, Nevada 89052) promises and personally guarantees on behalf of himself and all of his affiliated corporations, trusts and family-members, to pay to the order of Alejandro Oneto-Alonso ("the Holder") the sum of \$1,847,528.73 (one million, eight hundred and forty-seven, five hundred and twenty-eight dollars and seventy-three cents) as principal with accrued interest (set at the legal rate under Nevada law) on unpaid principal on the following terms and conditions:

1. This promissory note is secured by any and all financial interests the Maker may hold in any corporation, trust, business venture, financial account, real property, family businesses/accounts or any other things (including tangible things) and/or accounts of financial value.
2. Payment of principal and interest accrued shall be made in one lump sum on or before April 26, 2019. Interest shall accrue monthly at the legal rate established under Nevada Revised Statute 99.040. There shall be no penalty for early payment before April 26, 2019.
3. The Maker agrees that an action to enforce the terms of this agreement may be compelled by binding arbitration with no right of appeal from an arbitrator's decision. An arbitrator may be selected by the Holder from a panel of arbitrators employed by the Las Vegas office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the Las Vegas office of Advanced Resolution Management ("ARM"). If payment on this note or any portion thereof shall not be made on demand or any action is brought to enforce collection thereof, the undersigned agrees to pay reasonable attorney's fees with respect to such action.
4. This note shall be governed by Nevada law.



Daniel Maza-Noriega